

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**  
Northern Division

ROBERT J. CLEMENT  
18024 Pinnacle Court  
Tampa, FL 33647

Plaintiff(s)

v.

JAMES A. DELLMYER  
512 Biddle Street  
Chesapeake City, MD 21915

Defendant(s)

CIVIL ACTION NO.

**CIVIL ACTION-COMPLAINT**

Plaintiff Robert C. Clement, by counsel, Steven D. Janel, Esquire, hereby brings this Civil Action Complaint and alleges as follows:

**NATURE OF ACTION**

1. This is a diversity action brought by the Plaintiff seeking damages sustained as a result of the Defendant's breach of a loan agreement in which he utilized the funds to purchase a residence in Elkton, Maryland.

**PARTIES**

2. Plaintiff Robert J. Clement is an individual who resides at the above-captioned address.

3. Defendant James A. Dellmyer is an individual, a citizen of the State of Maryland, and resides at the above-referenced address.

**JURISDICTION AND VENUE**

4. The jurisdiction of this Court is based the existence of diversity between the Parties pursuant to 28 U.S.C. §1332.

5. Venue is proper in this District pursuant to 28 U.S.C. §1391(a), insofar that the transaction forming the basis of the underlying causes of action occurred within this District, and the Defendant resides in this District.

### **FACTUAL BACKGROUND**

6. Defendant Dellmyer is the Plaintiff's grandson.

7. On or about July, 2014, Plaintiff lent Defendant Dellmyer One Hundred Eighty Thousand Dollars (\$180,000.00) to purchase a residence being marketed for sale located at 408 Park Circle, Elkton, Maryland, at 0% interest.

8. Under the terms of the oral agreement, Defendant Dellmyer was to repay Plaintiff the sum of \$700.00 per month until such time that he was financially stable, at which time said Defendant would undertake to refinance the property and repay the remaining balance due and owing on the loan to Plaintiff, in full.

9. Utilizing the loan proceeds provided by Plaintiff, Defendant Dellmyer closed title on 408 Park Circle on or about August 5, 2014.

10. Although Defendant Dellmyer tendered several payment on the loan, said payments were made sporadically.

11. On or about December 1, 2018, Defendant Dellmyer forwarded a correspondence to Plaintiff referencing his own "inconsistent repayment" of the loan, and advising that he had obtained new employment which would allow him "to make regular, consistent payments" going forward.

12. Despite his representations, Defendant Dellmyer failed to make regular, consistent payments on the loan going forward, and has ceased all communications with Plaintiff, refusing to respond to any inquiries whatsoever.

13. On information and belief, Defendant Dellmyer conveyed titled on 408 Park Circle on October 17, 2017, to a third-party purchaser, and utilized the proceeds from closing to purchase the residential real property and improvements known as 512 Biddle Street, Chesapeake City, Maryland.

14. On May 5, 2020, Plaintiff forwarded a final written request to Defendant Dellmyer in an attempt to resolve the breach of the loan agreement without seeking court intervention, of which no response has been received to date.

15. The failure of Defendant Dellmyer to repay the One Hundred Eighty Thousand Dollars (\$180,000.00) loan to Plaintiff under the terms provided constitutes a breach of said loan agreement.

16. As a result of Defendant Dellmyer's breach of the loan agreement, Plaintiff has sustained damages.

WHEREFORE, Plaintiff requests judgment against Defendant James A. Dellmyer for compensatory damages, together with lawful interest, attorney fees, costs of suit, and such other and further relief as the Court may deem proper.

**RESPECTFULLY SUBMITTED,**

Dated: July 3, 2020

/s/ Steven D. Janel  
Steven D. Janel, Esquire (SJ7983)  
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Attorney for Plaintiff Robert C. Clement

**JURY DEMAND**

Plaintiff, by counsel, hereby requests a trial by jury in the above captioned case.

Dated: July 3, 2020

/s/ Steven D. Janel

Steven D. Janel, Esquire (SJ7983)